

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed eggs.

**DISPOSITION:** December 29, 1952. The shipper, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for segregation of the fit from the unfit portion, under the supervision of the Federal Security Agency. As a result of the segregation operations, 106 cans were found unfit and were disposed of for nonfood use.

20119. Adulteration of frozen eggs. U. S. v. 104 Cans \* \* \*. (F. D. C. No. 33901. Sample No. 51553-L.)

**LIBEL FILED:** October 1, 1952, Eastern District of New York.

**ALLEGED SHIPMENT:** On or about July 3, 1952, by the Continent Frozen Foods Corp., from National Stock Yards, Ill.

**PRODUCT:** 104 30-pound cans of frozen eggs at Brooklyn, N. Y.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a decomposed substance by reason of the presence of decomposed eggs, and of a filthy substance by reason of the presence of insects.

**DISPOSITION:** March 5, 1953. Default decree of condemnation. The court ordered that a portion of the product be delivered to the Food and Drug Administration and that the remainder be destroyed.

## FEEDS AND GRAINS

20120. Adulteration and misbranding of alfalfa meal. U. S. v. 1,200 Bags \* \* \*. (F. D. C. No. 31892. Sample No. 83041-K.)

**LIBEL FILED:** October 12, 1951, Western District of Wisconsin.

**ALLEGED SHIPMENT:** On or about July 21, 1951, by the Arlington Dehydrator Co., from Arlington, Nebr.

**PRODUCT:** 1,200 100-pound bags of alfalfa meal at Amery, Wis. Analysis showed that the product contained not more than 13.82 percent protein and not less than 32.95 percent fiber.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), alfalfa meal containing less than 17 percent protein and more than 27 percent fiber had been substituted in whole or in part for alfalfa meal containing 17 percent protein and 27 percent fiber.

Misbranding, Section 403 (a), the label statement "Crude Protein (Min.) 17.00% \* \* \* Fibre (Max.) 27.00%" was false and misleading.

**DISPOSITION:** The Arlington Dehydrator Co. appeared as claimant and consented to the entry of a decree. Thereafter, the claimant filed a bond, after which he satisfactorily relabeled the product. Following the relabeling the court found that the product had been relabeled so that it was no longer adulterated and misbranded, and on January 15, 1952, ordered that the product be released to the claimant.

20121. Adulteration and misbranding of swine mix. U. S. v. 31 Bags \* \* \*. (F. D. C. No. 33686. Sample No. 48618-L.)

**LIBEL FILED:** September 10, 1952, Southern District of Iowa.

**ALLEGED SHIPMENT:** On or about July 28, 1952, by Ray Ewing Co., Inc., from Kansas City, Mo.

**PRODUCT:** 31 50-pound bags of swine mix at Des Moines, Iowa. Analysis showed that the product contained 50 percent of the declared amount of vitamin D.

**LABEL, IN PART:** "Ray Ewing Swine Mix \* \* \* Contains Not Less Than: \* \* \* Vitamin D-2, USP Units 400,000."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (1), a valuable constituent, vitamin D, had been in whole or in part omitted or abstracted from the article.

Misbranding Section 403 (a), the label statement "Contains Not Less Than: \* \* \* Vitamin D-2, USP Units 400,000" was false and misleading as applied to the article, which contained less than that amount of vitamin D.

**DISPOSITION:** October 10, 1952. Ray Ewing Co., Inc., Pasadena, Calif., claimant, having alleged that the deficiency of the product in vitamin D<sub>2</sub> content at the time of seizure was due to loss or dissipation by processes of oxidation after manufacture, but admitting that, at the time of seizure, the allegations of the libel were true, judgment of condemnation was entered.

The court ordered that the product be released under bond to be brought into compliance with the law, under the supervision of the Food and Drug Administration, by reworking and remixing the product so as to add sufficient vitamin D<sub>2</sub> necessary to bring up such vitamin content in the product to the amount declared on the label.

## FISH AND SHELLFISH

**20122. Adulteration and misbranding of canned salmon. U. S. v. 75 Cases \* \* \*. (and 1 other seizure action). (F. D. C. Nos. 23183, 23201. Sample Nos. 66763-H, 66768-H.)**

**LIBELS FILED:** On or about June 17 and 18, 1947, Southern District of New York.

**ALLEGED SHIPMENT:** On or about April 16 and 23, 1947, by the United Food Specialty Co., from Detroit, Mich.

**PRODUCT:** 84 cases, each containing 48 cans, of salmon at Bronx, N. Y., and New York, N. Y.

**LABEL, IN PART:** (Cans) "Bumble Bee Brand Columbia River Fancy Chinook Salmon Net Contents 7 $\frac{3}{4}$  Oz. Packed By Columbia River Packers Assn., Inc. Astoria, Oregon."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), red salmon had been substituted in whole or in part for chinook salmon, which the article was represented to be.

Misbranding, Section 403 (a), the label designation "Columbia River Fancy Chinook Salmon" was false and misleading as applied to red salmon; and the label statement "Packed By Columbia River Packers Assn., Inc., Astoria, Oregon" was false and misleading since the article was not packed by that firm.

**DISPOSITION:** January 29, 1951. I. Ostrover & Sons, New York, N. Y., claimant, having consented to the entry of a decree and the libel actions having been consolidated, judgment of condemnation was entered and the court ordered that the product be released under bond for relabeling.

**20123. Alleged adulteration and misbranding of oysters. U. S. v. J. Loren Sterling, Ira R. Howard, and Morris L. Milbourne (Milbourne Oyster**